

Rec'd By
APR 29 2009
Art Miller



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

REC'D BY G. RON NICHOLS

APR 28 2009

ROUTE TO:
COPIES TO:

April 21, 2009

State Farm Fire & Casualty Co.
2500 Memorial Boulevard
Murfreesboro, TN 37131-0001
NAIC # 25143

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7008 1830 0000 6982 6840
Cashier # 2609

Re: Tracy & Kim Wilson V. State Farm Fire & Casualty Co.

Docket # 09-038

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Breach Of Contract Complaint was served on me on April 15, 2009 by Tracy & Kim Wilson pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Chancery Court of Campbell County, TN.

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Campbell County
P O Box 182
Jacksboro, Tn 37757

Service of Process 615.532.5260

Exhibit "A"

IN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

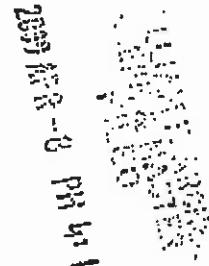
TRACY WILSON, and wife, KIM WILSON,

Plaintiffs

DEFENDANTS COPY

No.

09-038

STATE FARM FIRE & CASUALTY COMPANY,
a foreign corporation doing business in
Campbell County, Tennessee,

Defendant

S U M M O N S

You are hereby summoned and required to serve upon John D. Agree and Curtis W. Isabell, Plaintiffs' attorneys, whose address is 108 S. Main Street, Post Office Box 530, Clinton, Tennessee 37317-0530, an Answer to the Petition herewith served upon you within thirty (30) days after service of this Summons and Complaint upon you, exclusive of day service. If you fail to do so, Judgment by Default can be taken against you for the relief demanded in the Complaint.

Issued and tested this 8 day of April, 2009.

William J. Ashe

Clerk

Calvin Monday

Deputy Clerk



To the Defendant(s):

N O T I C E

Tennessee law provides a Four Thousand (\$4,000.00) Dollar personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action, and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time, and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final; it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family, and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right, or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

TO THE PROCESS SERVER:

(Commissioner of Commerce and Insurance) Serve the Defendant, State Farm Fire & Casualty Company, through Leslie A. Newman, Commissioner, Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Fifth Floor, Nashville, TN 37243-0565.

R E T U R N

I received this summons on the ____ day of _____ 2009.

I hereby certify and return that on the ____ day of _____ 2009, I:

() Served this Summons and a Complaint on Defendant, State Farm Fire & Casualty Company, in the following manner:

() Failed to serve this summons within ninety days after its issuance because:

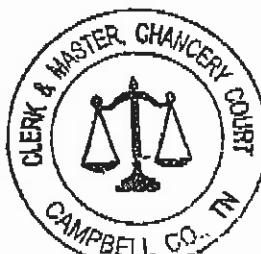
Process Server

This summons is issued pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.

I, William J. Ashe, Clerk of Court, of Campbell County, do hereby certify that the foregoing is a true and perfect copy of Summons & Complaint. As same appears of record in my office and that I am the official custodian of this record.

Witness my hand and official seal at office this the

8 day of April, 2009

Clerk & Master William J. Ashe
by Calvin Monday

COPYIN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

TRACY WILSON and wife, KIM WILSON,
citizens and residents of 345 Dog Creek Lane,
Jacksboro, Campbell County, TN 37766,

Plaintiffs,

v.

No. 09-038

STATE FARM FIRE & CASUALTY COMPANY,
a foreign corporation doing business in
Campbell County, Tennessee,

Defendant.

COMPLAINT

Come the Plaintiffs, Tracy Wilson and wife, Kim Wilson, and would respectfully show unto this Honorable Court as follows:

1. That the Plaintiffs, Tracy Wilson and wife, Kim Wilson, are citizens and residents of Campbell County, Tennessee, the Defendant, State Farm Fire & Casualty Company is a foreign corporation doing business in Campbell County, Tennessee and the contract entered into by the parties giving rise to this cause of action occurred in Campbell County, Tennessee.
2. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Plaintiffs entered into a contract for fire insurance for their residence located at 345 Dog Creek Lane, Jacksboro, Tennessee with the Defendant, State Farm Fire & Casualty Company, and that a policy was issued containing the policy number 42-EF-1717-0.

SEARCHED
INDEXED
FILED
SERIALIZED
OCT 6 2009
CLERK OF COURT

3. The Plaintiffs, Tracy Wilson and wife, Kim Wilson would further show unto this Honorable Court that the Plaintiffs paid the premiums on the fire insurance policy continuously and that policy number 42-EF-1717-0 was effective on April 14, 2008, the date of the fire at said residence and loss that is the subject of this litigation.

4. Your Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Plaintiffs suffered a fire at their residence on April 14, 2008 causing extensive damage to their home and loss of the Plaintiffs' personal property.

5. That in accordance with the terms of said fire insurance policy, the Plaintiffs are entitled to a policy limit for fire damage to the dwelling of \$302,267.00 and the damage to said residence on April 14, 2008 was to the extent to require the Defendant to pay the limits of said policy.

6. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that pursuant to the terms of the fire insurance policy upon the fire damage occurrence, the Plaintiffs made a claim to the State Farm Fire & Casualty Company for the fire damage and provided the estimates for repair of their home at the request of the employees and/or agents of the Defendant, State Farm Fire & Casualty Company. The Defendant, State Farm Fire & Casualty Company refused to remit payment pursuant to the terms and conditions of the fire insurance policy above.

7. The Plaintiffs would further show unto this Honorable Court that the Defendant presented grossly inadequate estimates of repair to the property and the Defendant misrepresented its affiliation, connection and association with the firm

performing said estimates for the Defendant. Furthermore, the Defendant steered the Plaintiff to said firm performing the estimates and did not assist the Plaintiff's contractors in determining the final repair/replacement costs and said estimate by the Defendant's contractor, which was not based on like, kind and quality of the Plaintiff's residence before the fire despite the terms and conditions of the policy issued by the Defendant. Upon information and belief, the Defendant was steering Plaintiffs to use said contractor to avoid paying its obligation under the fire insurance policy above.

8. The Plaintiffs would further show this Honorable Court that the Defendant, State Farm Fire & Casualty Company's, refusal to remit payment pursuant to the terms and conditions of the fire insurance policy and its other deceptive acts as noted above constitute an unfair or deceptive act or practice, which is a violation of the Consumer Protection Act, T.C.A. §47-18-101 et seq. and specifically violates T.C.A. §47-18-104(3), (5) . (7) and (27) of said Act.

9. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show this Honorable Court that the Defendant, State Farm Fire & Casualty Company, continues to refuse to remit payment pursuant to the terms and conditions of the fire insurance policy above and that it has been more than 60 days after the demand had been made by the holder of the policy. Therefore, the Defendants are liable pursuant to the Bad Faith Statute, T.C.A. §56-7-105, to pay the Plaintiff the amount of the insurance policy, interest thereon and an additional sum not exceeding 25% of the liability for the loss.

10. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Defendants breached the contracts with the Plaintiffs by not remitting payment pursuant to the insurance policy of the Plaintiffs.

11. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show this Honorable Court, that as a result of the Defendant's breach of contract, bad faith failure to pay and violation of the Bad Faith statute and violation of the Consumer Protection Act above have suffered injuries including, but not limited to, loss of use of the fire insurance proceeds and expenses and interest as the result of the denial of payment of the fire insurance proceeds and suffered other non-enumerated damages, all as a result of the conduct of the Defendants and none of which is the result of the actions of the Plaintiffs.

WHEREFORE, premises considered, the Plaintiff prays:

1. That process issue and be served upon the Defendant, State Farm Fire & Casualty Company, by and through Ms. Leslie Newman, the Commissioner of the Tennessee Department of Commerce and Insurance, requiring it to answer within the time described by law.

2. That the Plaintiff be awarded judgment against the Defendant, State Farm Fire & Casualty Company, for the sum of Five Hundred Thousand Dollars (\$500,000.00) as their compensatory damages.

3. That this Honorable Court interpret the terms and conditions of the fire insurance policy above and determine the rights and responsibilities under the policy that is the subject of this litigation.

4. That the Plaintiffs receive attorney's fees and treble damages pursuant to the Tennessee Consumer Protection Act.

5. That the Plaintiffs receive interest and a sum equal to 25% of the liability for the loss pursuant to the fire insurance policy that is the subject of this litigation and the Tennessee Bad Faith Statute.

6. That the Plaintiffs be awarded prejudgment interest of 10% per annum.

7. That the Plaintiffs be awarded such other further and general relief to which they may be entitled.

On this the _____ day of April, 2009.

Tracy Wilson
Tracy Wilson, Plaintiff

Kim Wilson
Kim Wilson, Plaintiff

By: Curtis W. Isabell
John D. Agee BPR #013694
Curtis W. Isabell BPR #022859
Attorneys for Plaintiffs

RIDENOUR & RIDENOUR
108 South Main Street
Post Office Box 530
Clinton, Tennessee 37717-0530
(865) 457-0755

C O S T B O N D

We hereby acknowledge ourselves as sureties for the costs of this cause
for all costs, taxes and damages, in accordance with T.C.A. §20-12-120.

Tracy Wilson
Tracy Wilson, Plaintiff

Kim Wilson
Kim Wilson, Plaintiff

By: Curtis W. Isabell
John D. Agee
Curtis W. Isabell
Attorneys at Law

IN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

TRACY WILSON and wife, KIM WILSON,

Plaintiffs,

vs.

Case No.: 09-038

STATE FARM FIRE & CASUALTY
COMPANY,

Defendant.

NOTICE TO STATE OF REMOVAL OF CLAIMS
TO THE UNITED STATES DISTRICT COURT

TO: William F. Archer, Clerk & Master
Campbell County Chancery Court
Campbell County Courthouse
570 Main Street, Suite 110
P.O. Box 182
Jacksboro, TN 37757

Please take notice that the defendant, State Farm Fire and Casualty Company ("State Farm") has filed a Notice of Removal of the claims asserted against defendant State Farm in the above-styled matter with the office of the Clerk of the United States District Court for the Eastern District of Tennessee at Knoxville on May 6, 2009 pursuant to 28 U.S.C. § 1332, 1441 and 1446. A copy of said Notice of Removal is attached hereto as Exhibit "A."

Respectfully submitted,

BAKER, O'KANE,
ATKINS & THOMPSON



MICHAEL K. ATKINS, BPR #017862
2607 Kingston Pike, Suite 200
P.O. Box 1708
Knoxville, Tennessee 37901-1708
(865) 637-5600; (865) 637-5608 (fax)
Attorney for State Farm Fire
& Casualty Company

Exhibit "B"

CERTIFICATE OF SERVICE

I, Michael K. Atkins, hereby certify that a true and exact copy of the foregoing document has been served via U.S. Mail on May 6, 2009:

**John D. Agee, Esq.
Curtis W. Isabell, Esq.
Ridenour & Ridenour
108 South Main Street
P.O. Box 530
Clinton, TN 37717-0530**



MICHAEL K. ATKINS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

TRACY WILSON and wife,
KIM WILSON,

Plaintiffs,

Case No.: _____

vs.

STATE FARM FIRE & CASUALTY
COMPANY,

Removed from the Chancery Court of
Campbell County, Tennessee
Case No.: 09-038

Defendant.

**DEFENDANT STATE FARM FIRE & CASUALTY COMPANY'S
NOTICE OF REMOVAL**

Defendant State Farm Fire & Casualty Company ("State Farm") hereby files this Notice of Removal of this action from the Chancery Court for Campbell County, Tennessee, to this Court pursuant to 28 U.S.C. §§1332, 1441 and 1446. In support of this Notice of Removal, defendant State Farm would show the Court the following:

1. Plaintiffs Tracy and Kim Wilson filed a Complaint against State Farm in the Chancery Court for Campbell County, Tennessee, at Jacksboro on April 8, 2009 (Case No. 09-038). The Summons and Complaint were served on defendant State Farm on April 27, 2009.
2. True and correct copies of all process, pleadings and orders issued to defendant State Farm in the removed action are attached hereto as Exhibit "A."
3. Plaintiffs are citizens of the State of Tennessee.
4. Defendant State Farm is a mutual insurance company organized under the laws of the State of Illinois with its principal place of business in Bloomington, Illinois.

Exhibit "A"

5. As recited in the ad damnum of the Complaint, plaintiffs seek compensatory damages in the amount of \$500,000.00.

6. This Court has original jurisdiction over this civil action pursuant to 28 U.S.C. §1332, as complete diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

7. The time for filing this petition for removal under the provisions of 28 U.S.C. §§1332, 1441 and 1446 has not expired as this Notice of Removal has been filed with the Court within thirty (30) days of service of the state court action upon State Farm.

8. A written notice of the filing of this Notice of Removal has been served on counsel for the plaintiffs as required by 28 U.S.C. §1446(d).

9. A true and exact copy of both this Notice of Removal and Notice to State of Removal of Claims to the United States District Court have been mailed to the Campbell County Chancery Court Clerk and Master's Office for filing in accordance with the provisions of 28 U.S.C. §1446(d). A true and exact copy of the Notice to State of Removal of Claims to the United States District Court is attached hereto as Exhibit "B."

10. In filing this Notice of Removal, defendant State Farm specifically preserves all available affirmative defenses, including the defenses available to it pursuant to Rule 12(b) of the Federal Rules of Civil Procedure.

WHEREFORE, defendant State Farm respectfully requests removal of this action from the Chancery Court of Campbell County, Tennessee at Jacksboro to the United States District Court, Eastern District of Tennessee at Knoxville.

**BAKER, O'KANE,
ATKINS & THOMPSON**



**MICHAEL K. ATKINS, BPR #017862
2607 Kingston Pike, Suite 200
P.O. Box 1708
Knoxville, Tennessee 37901-1708
(865) 637-5600
(865) 637-5608 (fax)
Attorney for State Farm Fire
& Casualty Company**

CERTIFICATE OF SERVICE

I, Michael K. Atkins, hereby certify that a true and exact copy of the foregoing document has been served via U.S. Mail on April 29, 2009:

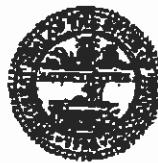
**John D. Agee, Esq.
Curtis W. Isabell, Esq.
Ridenour & Ridenour
108 South Main Street
P.O. Box 530
Clinton, TN 37717-0530**

**William F. Archer, Clerk & Master
Campbell County Chancery Court
Campbell County Courthouse
570 Main Street, Suite 110
P.O. Box 182
Jacksboro, TN 37757**



MICHAEL K. ATKINS

Rec'd By
APR 29 2009
Art Miller



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

REC'D BY G. RON NICHOLS

APR 28 2009

ROUTE TO:
COPIES TO:

April 21, 2009

State Farm Fire & Casualty Co.
2500 Memorial Boulevard
Murfreesboro, TN 37131-0001
NAIC # 26143

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7008 1830 0000 6982 6840
Cashier # 2609

Re: Tracy & Kim Wilson V. State Farm Fire & Casualty Co.

Docket # 09-038

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Breach Of Contract Complaint was served on me on April 15, 2009 by Tracy & Kim Wilson pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Chancery Court of Campbell County, TN.

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Campbell County
P O Box 182
Jacksboro, Tn 37757

Service of Process 615.532.5260

Exhibit "A"

IN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

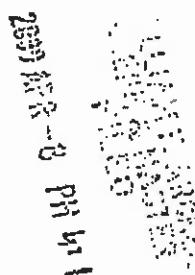
TRACY WILSON, and wife, KIM WILSON,

Plaintiffs

DEFENDANTS COPY

No.

09-038

STATE FARM FIRE & CASUALTY COMPANY,
a foreign corporation doing business in
Campbell County, Tennessee,

Defendant

SUMMONS

You are hereby summoned and required to serve upon John D. Agree and Curtis W. Isabell, Plaintiffs' attorneys, whose address is 108 S. Main Street, Post Office Box 530, Clinton, Tennessee 37317-0530, an Answer to the Petition herewith served upon you within thirty (30) days after service of this Summons and Complaint upon you, exclusive of day service. If you fail to do so, Judgment by Default can be taken against you for the relief demanded in the Complaint.

Issued and tested this 8 day of April, 2009.

William J. Aude
ClerkCelia M. Monday
Deputy Clerk

To the Defendant(s):

Tennessee law provides a Four Thousand (\$4,000.00) Dollar personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action, and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time, and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family, and trunks or other receptacles necessary to contain such apparel; family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right, or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

TO THE PROCESS SERVER:

(Commissioner of Commerce and Insurance) Serve the Defendant, State Farm Fire & Casualty Company, through Leslie A. Newman, Commissioner, Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Fifth Floor, Nashville, TN 37243-0565.

RETURN

I received this summons on the ____ day of ____ 2009.

I hereby certify and return that on the ____ day of ____ 2009, I:

(1) Served this Summons and a Complaint on Defendant, State Farm Fire & Casualty Company, in the following manner:

Process Server

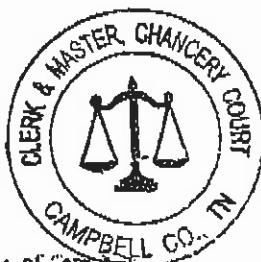
This summons is issued pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.

I, William J. Aude, Clerk of Campbell County, do hereby certify that the foregoing is a true and perfect copy of Summons and Complaint. As same appears of record in my office and that I am the official custodian of this record.

Witness my hand and official seal at office this the

8 day of April, 2009

Clerk & Master William J. Aude
by Celia M. Monday



COPYIN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

TRACY WILSON and wife, KIM WILSON,
citizens and residents of 345 Dog Creek Lane,
Jacksboro, Campbell County, TN 37766,

Plaintiffs,

v.

No. 09-038

SEARCHED
INDEXED
FILED
SERIALIZED
APR 30 2009
STATE FARM INSURANCE CO.
P.O. BOX 1000
KNOXVILLE, TN 37901-1000

STATE FARM FIRE & CASUALTY COMPANY,
a foreign corporation doing business in
Campbell County, Tennessee,

Defendant.

COMPLAINT

Come the Plaintiffs, Tracy Wilson and wife, Kim Wilson, and would respectfully show unto this Honorable Court as follows:

1. That the Plaintiffs, Tracy Wilson and wife, Kim Wilson, are citizens and residents of Campbell County, Tennessee, the Defendant, State Farm Fire & Casualty Company is a foreign corporation doing business in Campbell County, Tennessee and the contract entered into by the parties giving rise to this cause of action occurred in Campbell County, Tennessee.

2. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Plaintiffs entered into a contract for fire insurance for their residence located at 345 Dog Creek Lane, Jacksboro, Tennessee with the Defendant, State Farm Fire & Casualty Company, and that a policy was issued containing the policy number 42-EF-1717-0.

3. The Plaintiffs, Tracy Wilson and wife, Kim Wilson would further show unto this Honorable Court that the Plaintiffs paid the premiums on the fire insurance policy continuously and that policy number 42-EF-1717-0 was effective on April 14, 2008, the date of the fire at said residence and loss that is the subject of this litigation.

4. Your Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Plaintiffs suffered a fire at their residence on April 14, 2008 causing extensive damage to their home and loss of the Plaintiffs' personal property.

5. That in accordance with the terms of said fire insurance policy, the Plaintiffs are entitled to a policy limit for fire damage to the dwelling of \$302,267.00 and the damage to said residence on April 14, 2008 was to the extent to require the Defendant to pay the limits of said policy.

6. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that pursuant to the terms of the fire insurance policy upon the fire damage occurrence, the Plaintiffs made a claim to the State Farm Fire & Casualty Company for the fire damage and provided the estimates for repair of their home at the request of the employees and/or agents of the Defendant, State Farm Fire & Casualty Company. The Defendant, State Farm Fire & Casualty Company refused to remit payment pursuant to the terms and conditions of the fire insurance policy above.

7. The Plaintiffs would further show unto this Honorable Court that the Defendant presented grossly inadequate estimates of repair to the property and the Defendant misrepresented its affiliation, connection and association with the firm

performing said estimates for the Defendant. Furthermore, the Defendant steered the Plaintiff to said firm performing the estimates and did not assist the Plaintiff's contractors in determining the final repair/replacement costs and said estimate by the Defendant's contractor, which was not based on like, kind and quality of the Plaintiff's residence before the fire despite the terms and conditions of the policy issued by the Defendant. Upon information and belief, the Defendant was steering Plaintiffs to use said contractor to avoid paying its obligation under the fire insurance policy above.

8. The Plaintiffs would further show this Honorable Court that the Defendant, State Farm Fire & Casualty Company's, refusal to remit payment pursuant to the terms and conditions of the fire insurance policy and its other deceptive acts as noted above constitute an unfair or deceptive act or practice, which is a violation of the Consumer Protection Act, T.C.A. §47-18-101 et seq. and specifically violates T.C.A. §47-18-104(3), (5) , (7) and (27) of said Act.

9. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show this Honorable Court that the Defendant, State Farm Fire & Casualty Company, continues to refuse to remit payment pursuant to the terms and conditions of the fire insurance policy above and that it has been more than 60 days after the demand had been made by the holder of the policy. Therefore, the Defendants are liable pursuant to the Bad Faith Statute, T.C.A. §56-7-105, to pay the Plaintiff the amount of the insurance policy, interest thereon and an additional sum not exceeding 25% of the liability for the loss.

10. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show unto this Honorable Court that the Defendants breached the contracts with the Plaintiffs by not remitting payment pursuant to the insurance policy of the Plaintiffs.

11. The Plaintiffs, Tracy Wilson and wife, Kim Wilson, would further show this Honorable Court, that as a result of the Defendant's breach of contract, bad faith failure to pay and violation of the Bad Faith statute and violation of the Consumer Protection Act above have suffered injuries including, but not limited to, loss of use of the fire insurance proceeds and expenses and interest as the result of the denial of payment of the fire insurance proceeds and suffered other non-enumerated damages, all as a result of the conduct of the Defendants and none of which is the result of the actions of the Plaintiffs.

WHEREFORE, premises considered, the Plaintiff prays:

1. That process issue and be served upon the Defendant, State Farm Fire & Casualty Company, by and through Ms. Leslie Newman, the Commissioner of the Tennessee Department of Commerce and Insurance, requiring it to answer within the time described by law.

2. That the Plaintiff be awarded judgment against the Defendant, State Farm Fire & Casualty Company, for the sum of Five Hundred Thousand Dollars (\$500,000.00) as their compensatory damages.

3. That this Honorable Court interpret the terms and conditions of the fire insurance policy above and determine the rights and responsibilities under the policy that is the subject of this litigation.

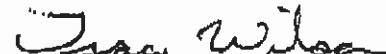
4. That the Plaintiffs receive attorney's fees and treble damages pursuant to the Tennessee Consumer Protection Act.

5. That the Plaintiffs receive interest and a sum equal to 25% of the liability for the loss pursuant to the fire insurance policy that is the subject of this litigation and the Tennessee Bad Faith Statute.

6. That the Plaintiffs be awarded prejudgment interest of 10% per annum.

7. That the Plaintiffs be awarded such other further and general relief to which they may be entitled.

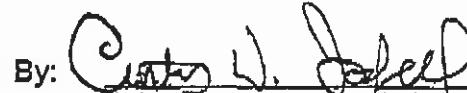
On this the _____ day of April, 2009.



Tracy Wilson, Plaintiff



Kim Wilson, Plaintiff



By: John D. Agee BPR #013694
Curtis W. Isabell BPR #022859
Attorneys for Plaintiffs

RIDENOUR & RIDENOUR
108 South Main Street
Post Office Box 530
Clinton, Tennessee 37717-0530
(865) 457-0755

C O S T B O N D

We hereby acknowledge ourselves as sureties for the costs of this cause
for all costs, taxes and damages, in accordance with T.C.A. §20-12-120.



Tracy Wilson, Plaintiff



Kim Wilson, Plaintiff



John D. Agee
Curtis W. Isabell
Attorneys at Law

IN THE CHANCERY COURT FOR CAMPBELL COUNTY, TENNESSEE

TRACY WILSON and wife, KIM WILSON,

Plaintiffs,

vs.

Case No.: 09-038

STATE FARM FIRE & CASUALTY
COMPANY,

Defendant.

NOTICE TO STATE OF REMOVAL OF CLAIMS
TO THE UNITED STATES DISTRICT COURT

TO: William F. Archer, Clerk & Master
Campbell County Chancery Court
Campbell County Courthouse
570 Main Street, Suite 110
P.O. Box 182
Jacksboro, TN 37757

Please take notice that the defendant, State Farm Fire and Casualty Company ("State Farm") has filed a Notice of Removal of the claims asserted against defendant State Farm in the above-styled matter with the office of the Clerk of the United States District Court for the Eastern District of Tennessee at Knoxville on May 6, 2009 pursuant to 28 U.S.C. § 1332, 1441 and 1446. A copy of said Notice of Removal is attached hereto as Exhibit "A."

Respectfully submitted,

BAKER, O'KANE,
ATKINS & THOMPSON



MICHAEL K. ATKINS, BPR #017862
2607 Kingston Pike, Suite 200
P.O. Box 1708
Knoxville, Tennessee 37901-1708
(865) 637-5600; (865) 637-5608 (fax)
Attorney for State Farm Fire
& Casualty Company

Exhibit "B"

CERTIFICATE OF SERVICE

I, Michael K. Atkins, hereby certify that a true and exact copy of the foregoing document has been served via U.S. Mail on May 6, 2009:

**John D. Agee, Esq.
Curtis W. Isabell, Esq.
Ridenour & Ridenour
108 South Main Street
P.O. Box 530
Clinton, TN 37717-0530**



MICHAEL K. ATKINS